## CONTRACT

# State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000013362 Weston, George Bakeries Inc 1 Petra Lane Albany NY 12205 USA

Contract ID		Page	
000000000000000000	00011214	1 of 2	
Contract Dates		Origin	
04/02/2007 to 04/01/2	2010	CP	
Description:		Contract Maximum	
CP - BREAD & BAKER	RY PRODUCTS	\$999,999.99	
Buyer Name B	uyer Phone	Contract Status	
LaRose, Deborah L 82	28-4635	Approved	

Phone #: 518-456-4792 ext 28

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Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	BREAD AND BAKERY PRODUCTS, PRODUCTS COVERED UNDER THIS CONTRACT ARE INDICATED ON ATTACHED LISTING AND PRICES ARE EFFECTIVE APRIL 2, 2009 THRU APRIL 1, 2010.	EA	0.01000	0.00	0.00

See associated document entitled: 11214\_Bread\_4-08\_TO\_4-09

CONTRACT TERMS AND ADDITIONAL INFORMATION

CONTRACT PERIOD: APRIL 2, 2007 TO APRIL 1, 2008 WITH THE OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS.

ATTACHMENT: PURCHASING AND CONTRACT ADMINISTRATION TERMS AND CONDITIONS DATED 01/01/2007 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURERED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARD FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARD WILL BE DEEMED UNACEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, CUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END FO THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD REPORT DUE JANUARY 1 - MARCH 31 APRIL 15

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Buyer Name Buyer Phon	e Contract Status
LaRose, Deborah L 828-4635	Approved

Phone #: 518-456-4792 ext 28

Line #	Item ID	Item Desc	UOM	Price	Qty	Am
				Unit	Max	Max

APRIL 1 - JUNE 30 JULY 15 JULY 1 - SEPTEMBER 30 OCTOBER 15 OCTOBER 1 - DECEMBER 31 JANUARY 15

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVE IN YOU MOST RECENT INTERATION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT http://www.bgs.state.vt.us/forms/bgs\_surveys/index.php?type=customer&action=customer

#### **VENDOR INFORMATION:**

ALL QUESTIONS, INFORMATION OR PROBLEMS WITH YOUR SERVICE AND TO PLACE ORDERS, SHOULD BE DIRECTED TO YOUR LOCAL BRANCH AT:

3378 BOYER CIRCLE, WILLISTON, VT 05495, 802-651-9328, 800-825-5286, FAX 802-651-5229, RICK MCGUIRE, DIVISION SALES MANAGER.

ALL PAYMENTS SHOULD BE MAILED TO OUR REMIT TO ADDRESS: GEORGE WESTON BAKERIES P O BOX 827810, PHILADELPHIA PA 19182-7801

QUESTIONS AND THE MAILING ADDRESS FOR ALL CONTRACTS, BIDS AND PROPOSALS:
1 PETRA LANE, ALBANY NY 12205, 800-818-4772, 518-456-4792, VIRGINIA NEWELL, BIDS AND CONTRACT COORDINATOR, EXT
28, GLENN STEWART, FOOD SERVICE MANAGER, EXT. 27. EMAIL VNEWELL@GWBAKERIES.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: DEBBIE LaROSE, PURCHASING AGENT, 802-828-4635, FAX 802-828-2222 deb.larose@state.vt.us

CHANGE #1 - TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR AND TO INCREASE THE PRICES OF ALL ITEMS DUE TO INFLATIONARY COST PER AN EMAIL FROM VIRGINIA NEWELL ON 1/28/2008.

CHANGE #2 - TO RENEW THE CONTRACT FOR AN ADDITIONAL YEAR AT THE SAME PRICES, TERMS AND CONDITIONS PER A LETTER FROM DAVID ZIOBROWSKI DATED MARCH 11, 2009.

#### WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: